

1 COOLEY GODWARD KRONISH LLP
2 CHRISTOPHER J. SUNDERMEIER (166126)
3 (sundermeierc@cooley.com)
4 HEATHER DUNN NAVARRO (238158)
5 (hdnavarro@cooley.com)
6 Five Palo Alto Square
7 3000 El Camino Real
8 Palo Alto, CA 94306-2155
9 Telephone: (650) 843-5000
10 Facsimile: (650) 857-0663

11 Attorneys for Plaintiff
12 SEARCHREV, LLC

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION

16 SEARCHREV, LLC,

17 Plaintiff,

18 v.

19 TECHMEDICA HEALTH, INC.,

20 Defendant.

Case No. CV 08-1472 SI

**JOINT CASE MANAGEMENT STATEMENT
AND PROPOSED ORDER**

Judge: Hon. Susan Ilston

21 Plaintiff SearchRev, LLC ("SearchRev") and Defendant Techmedica Health, Inc.
22 ("Techmedica") jointly submit this Case Management Statement and Proposed Order.

23 **1. Jurisdiction and Service:**

24 The parties agree this Court has jurisdiction of this action pursuant to 28 U.S.C. § 1332
25 because this is an action between citizens of different states and the matter in controversy exceeds
26 \$75,000, exclusive of interest and costs. The parties further agree this Court has supplemental
27 jurisdiction pursuant to 28 U.S.C. § 1367 and that venue is proper in the Northern District of
28 California under 28 U.S.C. § 1391(a)(3). All parties to this action have been served.

2. Facts:

On or about January 31, 2007, SearchRev and Techmedica entered into the Precision

1 View Tool Services Agreement (the “Agreement”), which required, among other things,
 2 Techmedica to pay certain fees in exchange for services to be rendered by SearchRev according
 3 to the terms of the Agreement.

4 **SearchRev’s Summary:**

5 SearchRev contends that Techmedica improperly attempted to terminate the Agreement
 6 for cause on or about August 30, 2007. Under the terms of the Agreement, however, SearchRev
 7 contends that it did not receive proper notice of termination from Techmedica until October 26,
 8 2007. Accordingly, the Agreement was effectively terminated no earlier than December 25,
 9 2007.

10 Since August 30, 2007, and at all times since then, Techmedica has owed SearchRev
 11 certain payments for services rendered under the Agreement. To date, Techmedica has failed and
 12 refused to make the payments owed. Accordingly, SearchRev alleges Techmedica has breached
 13 the Agreement by, among other things, failing to make fee payments as required. As a result of
 14 Techmedica’s breaches of the Agreement, SearchRev has sustained damage in excess of
 15 \$160,000.

16 **Techmedica’s Summary:**

17 Techmedica denies and disputes the assertions and conclusions contained in ‘SearchRev’s
 18 Summary’ (above). Techmedica contends that SearchRev received Techmedica’s notice of
 19 termination on or about August 30, 2007. Techmedica further contends that notice was proper
 20 and that the Agreement was terminated, in any event, long prior to December 25, 2007.

21 Techmedica contends that services under the alleged Agreement were not properly
 22 rendered by SearchRev and that such non-performance or inadequate performance resulted in
 23 substantial additional expense and financial harm to Techmedica.

24 **3. Legal Issues:**

25 The parties dispute the following legal issues:

26 (A) Whether and when Techmedica effectively terminated the Agreement;

27 (B) Whether Techmedica has breached the Agreement;

28 (C) The amount of money owed by Techmedica under the Agreement for the services

1 rendered by SearchRev;

2 (D) Whether SearchRev is entitled to recover its attorneys' fees; and

3 (E) All issues raised by Techmedica's affirmative defenses.

4 **4. Motions:**

5 There are no motions in this action pending before the Court. SearchRev anticipates filing
6 a motion for summary judgment, if necessary.

7 **5. Amendment of Pleadings:**

8 At this time, the parties do not anticipate that amendment of the pleadings is necessary.

9 **6. Evidence Preservation:**

10 The parties agree to take and will take necessary measures to preserve evidence relevant
11 to the issues in this action, including without limitation, measures to maintain relevant emails,
12 voicemails, and other electronically-recorded materials.

13 **7. Disclosures:**

14 The parties have served or will serve their initial disclosures by the end of the day today,
15 June 13, 2008, in accordance with Fed. R. Civ. Proc. 26.

16 **8. Discovery:**

17 The parties have not yet commenced discovery in this matter. The parties further propose
18 that the discovery limitations set forth in the Federal Rules of Civil Procedure should govern this
19 case.

20 **9. Class Actions:**

21 This case is not a class action.

22 **10. Related Cases:**

23 There are no related cases or proceedings pending before another judge of this Court, or
24 before another Court or administrative body.

25 **11. Relief:**

26 SearchRev seeks judgment for compensatory damages in an amount to be proven at trial,
27 but in excess of \$160,000 based on the payments owed by Techmedica under the Agreement, pre-
28 judgment interest, reasonable attorneys' fees and costs, and such other and further relief this

Court deems just and proper.

12. Settlement and ADR:

The parties have agreed to participate in mediation on or before September 1, 2008, in accordance with the Court's June 2, 2008 order (Docket No. 8).

13. Consent to Magistrate Judge for All Purposes:

The parties do not consent to having a magistrate judge conduct trial.

14. Other References:

The parties refer the Court to ¶ 12 above.

15. Narrowing of Issues:

The parties agree the case does not require any issues, claims or defenses to be bifurcated.

16. Expedited Schedule:

The parties refer the Court to ¶ 17 below for their proposed schedule.

17. Scheduling:

The parties propose that the Court adopt the following schedule:

Event	Proposed Date
Disclosure of experts	March 20, 2009
Close of fact discovery	April 17, 2009
Last day for hearing on dispositive motions	April 17, 2009
Expert reports due	April 17, 2009
Rebuttal expert reports due	May 4, 2009
Close of expert discovery	May 18, 2009
Pretrial conference	May 19, 2009
Trial	June 16, 2009

18. Trial:

Plaintiffs have requested a trial by jury of all matters so triable. The parties anticipate a 1 week trial, depending on the schedule of the Court.

19. Disclosure of Non-party Interested Entities or Persons:

1 Pursuant to Civil Local Rule 3-16, both parties have filed the Certification of Interested
2 Entities or Persons.

3
4 Dated: June 13, 2008

COOLEY GODWARD KRONISH LLP

5
6 /S/

7 Heather Dunn Navarro (238158)
8 Attorneys for Plaintiff
SEARCHREV, LLC

9 Dated: June 13, 2008

AMIN HALLIHAN LLC

10
11 /S/

12 Ryan Kaiser
13 Attorneys for Defendant
TECHMEDICA HEALTH, INC.

14 *Filer's attestation: Pursuant to General Order No.*
15 *45, Section X(B) regarding signatures, Heather*
16 *Dunn Navarro hereby attests that concurrence in*
17 *the filing of the document has been obtained.*

18 The Court has considered the schedule submitted by the parties and hereby adopts the
19 schedule.

20 **IT IS SO ORDERED.**

21
22 Dated: _____

23 HONORABLE SUSAN ILSTON
24 United States District Court Judge